

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 12929
Docket No. 12863
95-2-94-2-3

The Second Division consisted of the regular members and in addition Referee Charlotte Gold when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Firemen
(and Oilers
(
(CSX Transportation, Inc. (former
(Seaboard Coastline Railroad)

STATEMENT OF CLAIM:

- "1. That the CSX Transportation, (formerly Seaboard Coastline Railroad Company), violated the terms of the Labor Agreement when it failed to call E.I. Everett (Claimant) on March 1, 1993 to fill a vacancy of the "Traveling Service Supplyman".
2. That the CSX Transportation (formerly Seaboard Coastline Railroad Company), be ordered to compensate Mr. E.I. Everett (Claimant) 8 hours at the time and one-half rate which is the amount of compensation he was denied because of the Carrier's improper application of the presiding agreement."

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

This is a companion case to that addressed in Second Division Award 12928. In this claim, the Organization seeks eight hours of compensation at the time and one-half rate for Claimant, the second shift Traveling Service Supplyman (TSS) in Tampa, Florida, after Carrier blanked the position of first shift TSS on March 31, 1993. The instant dispute differs from that in Second Division Award 12928 only in that the incumbent in the position on March 31 was absent due to vacation, as opposed to personal illness.

Upon a complete review of the record, this Board finds that its decision in Second Division Award 12928 is applicable here as well. We concluded in that instance that Carrier was not obligated to temporarily fill a position vacant because of the absence of the regularly assigned employee. Here, Carrier cites Section 12(b) of the Vacation Agreement in effect between the parties:

"As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute 'vacancies' in their positions under any agreement."

We further note the permissive language of this clause, which indicates that:

"... when the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle seniority."

The Board also concluded in Second Division Award 12928 that there was no showing of what work, if any, was performed by another Craft. That deficiency exists in this case as well. Based upon prior reasoning, this claim must be denied.

AWARD

Claim denied.

Form 1
Page 3

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 16th day of August 1995.